sale of lands with the option of purchasing for himself. Within a few days after the date of the option, he effected a sale, in his own name, of the lands for just double the price stipulated. The court held that he could not become a purchaser till he had divested himself of the character of agent; that he was, as agent, bound to disclose to his principal, knowledge he had acquired respecting the improved prospects of a sale at an enhanced value; and that he was not entitled to specific performance. For a further discussion of this subject, see 13 MICH. LAW REV. 429.

RAILROADS—COVENANT FOR PRIVATE CROSSING—PARTIES LIABLE.—The "Short Line" railroad had a right of way through the plaintiff's property. The predecessor in title of defendant railroad laid out a route through the same land which would necessitate crossing the tracks of the "Short Line" at two places. To obviate this inconvenience both roads got grants of land from the plaintiff enabling them to run parallel instead of crossing. Part consideration for the deed to the defendant's predecessor was a covenant to build a crossing over its tracks. This covenant was never performed and the plaintiff brought an action in equity to compel specific performance. *Held,* that specific performance would be refused and the case remanded for the ascertainment of proper damages. *Linthicum* v. *Washington, B. & A. Electric R. Co.,* (Md. 1914) 92 Atl. 917.

The opinion of the court in this case is very unsatisfactory. Almost at the very beginning they declare that it is not a covenant running with the land as it relates to something to be done in the future. *Spencer's Case,* 5 Coke 16. But they do not add that their conclusion is based on that theory of *Spencer's Case* which says that the covenant must have relation to something already in existence or that "assigns" be named. Immediately after, they decide that the covenant is obligatory upon the railroad's successor. In arriving at their conclusion they very evidently had in mind the commonly accepted doctrine of *Tulk* v. *Moxhay,* 2 Ph. 774, to the effect that a vendor may impose restrictions on land conveyed by him, for the benefit of his remaining land in such a manner as to be binding, not only on the vendee, but on his assigns, even though they are not, strictly speaking, covenants running with the land. To this procedure would be the objection that *Tulk* v. *Moxhay* has been generally applied only to restrictive covenants. *Haywood* v. *Brunswick Building Society,* 8 Q. B. Div. 403; *Austerberry* v. *Corporation of Oldham,* 29 Ch. Div. 750; *London County Council* v. *Allen* [1914] 3 K. B. 642, see 13 MICH. L. REV. 150; *McMahon* v. *Williams,* 79 Ala. 288; *Post* v. *Weil,* 115 N. Y. 361, 12 Am. St. Rep. 809; *Watrous* v. *Allen,* 57 Mich. 362, 58 Am. Rep. 363; *Stines* v. *Dorman,* 25 Ohio St. 580; see TIFFANY, REAL PROPERTY, 764. After affirming the obligation of the covenant, the court refuses specific performance on the ground that the injury to the defendant would be greater than the benefit to accrue to the plaintiff. But they retain jurisdiction of the case for the purpose of assessing damages, on the ground, probably, that equity having once assumed jurisdiction, will retain it for all the purposes of the case.